## Case 2:21-cv-00560-JCM-VCF Document 128 Filed 12/01/23 Page 1 of 5 1 Dylan P. Todd (NV Bar No. 10456) dvlan.todd@clvdeco.us 2 CLYDE & CO US LLP 7251 West Lake Mead Boulevard, Suite 430 3 Las Vegas, NV 89128 Telephone: (725) 248-2900 4 Facsimile: (725) 248-2907 5 Alexander E. Potente (*Pro Hac Vice* Pending) alex.potente@clydeco.us 6 CLYDE & CO US LLP 150 California Street, 15th Floor 7 San Francisco, California 94111 Telephone: (415) 365-9869 8 Facsimile: (415) 365-9801 9 Attorneys for Defendant, Counterclaimant, Third-Party Plaintiff, 10 and Counterdefendant Indian Harbor Insurance Company 11 UNITED STATES DISTRICT COURT 12 DISTRICT OF NEVADA 13 MARIA GARNICA, an individual, CASE NO.: 2:21-cv-00560-JCM-VCF 14 Plaintiff, 15 AMENDED JOINT STIPULATION AND **ORDER TO** v. 16 CONTINUE THE DEADLINE TO **DISMISS THE ACTION WITH** INDIAN HARBOR INSURANCE COMPANY; 17 DOES I - V, and ROE CORPORATIONS I - V, **PREJUDICE** inclusive, 18 Complaint Filed: February 2, 2021 Defendants. 19 Removal Filed: April 5, 2021 Not Set Trial Date: 20 INDIAN HARBOR INSURANCE COMPANY, 21 Counterclaimant, 22 v. 23 MARIA GARNICA, 24 Counterdefendant. 25 26

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INDIAN HARBOR INSURANCE COMPANY,

Third-Party Plaintiff,

LOUI DEEDS, an individual, NELLY IRAN, an individual, BLUE SHIELD OF CALIFORNIA, a California corporation,

Third Party Defendants.

LOUI DEEDS, an Individual,

Third-Party Defendant's Counterclaim,

v.

INDIAN HARBOR INSURANCE COMPANY; DOES I-V, and ROE CORPORATIONS I-V, inclusive

Counterdefendants.

COMES NOW, plaintiff, counterdefendant, and third-party defendant MARIA GARNICA ("Garnica"), counterdefendant and counterclaimant LOUI DEEDS ("Deeds"), and defendant, counterclaimant, third-party plaintiff, and counterdefendant INDIAN HARBOR INSURANCE COMPANY ("Indian Harbor"; collectively, the "Parties"), by and through their respective counsel of record, to hereby submit this Amended Stipulation and [Proposed] Order and agree as follows:

On October 5, 2023, the Parties filed a Notice of Settlement (ECF 119) advising the Court that the Parties had reached a settlement in principle of the above-captioned matter and that the Parties were in the process of drafting and finalizing the necessary settlement documentation in order to effectuate the settlement payments. On the same day, the Court entered an order (ECF 120) stating that the Parties must file a proposed stipulation and order for dismissal on or before November 20, 2023 (the "Order").

In the time since the Court entered the Order, the Parties have been diligently working to effectuate settlement of this matter. To that effect, the settlement agreement has been fully executed by all Parties and Indian Harbor is in the process of remitting the

respective settlement payments to Garnica and Deeds.

Furthermore, on November 20, 2023, the Parties filed a Stipulation and [Proposed] Order (ECF 121) respectfully requesting that the Court extend the deadline to file a proposed stipulation and order for dismissal from November 20, 2023 to December 4, 2023 (the "Dismissal Stipulation"). In the Dismissal Stipulation, the Parties also (1) advised the Court that the Parties agree that the funds totaling \$250,000.00 which are being held by the Court shall be paid by the Court with \$125,000.00 to Garnica and \$125,000.00 to Deeds, and (2) respectfully requested that the Court order such payments to be made forthwith. In response to the filing of the Dismissal Stipulation, the Court contacted Indian Harbor's counsel and informed that the Court requires, in a separate proposed stipulation and order, explicit instruction from the Parties regarding how the funds currently being held by the Court are to be disbursed.

Therefore, the Parties respectfully request that the Court extend the deadline to file a proposed stipulation and order for dismissal from November 20, 2023 to seven (7) days after the Court has disbursed the interpleaded funds to Garnica and Deeds. On or before that date, the Parties will file a Stipulation of Voluntary Dismissal with Prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

The Parties have prepared and filed a separate proposed stipulation and order providing the Court with instruction and information regarding disbursement of the interpleaded funds to Garnica and Deeds.

This is the second stipulation for a continuance of the deadline to dismiss this action.

## **ORDER**

## IT IS SO ORDERED:

UNITED STATES DISTRICT JUDGE DATED: December 27, 2023

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1	Dated this 1 <sup>st</sup> day of December, 2023:	
2	SHOOK & STONE, CHTD	LAW OFFICE OF DAVID SAMPSON
3		
4	/s/ Leonard H. Stone	/s/ David Sampson
5	Leonard H. Stone (NV Bar No. 5791) <a href="mailto:stone@shookandstone.com">stone@shookandstone.com</a>	David Sampson, Esq. (NV Bar No. 6811) david@davidsampsonlaw.com
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8	Las Vegas, NV 89101 Telephone: 702-570-0000	Facsimile: 888-209-4199
9	Facsimile: 702-485-5266	Attorneys for Plaintiff, Counterdefendant, and Third-Party Defendant Maria Garnica
10	Attorneys for Counterdefendant and Counterclaimant Loui Deeds	
11		
12	CLYDE & CO US LLP	
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14	/s/ Dylan P. Todd	
15	Dylan P. Todd (NV Bar No. 10456) dylan.todd@cyldeco.us	
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23	Attorneys for Defendant, Counterclaimant, Third-Party Plaintiff, and Counterdefendant	
24	Indian Harbor Insurance Company	
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1 **CERTIFICATE OF SERVICE** 2 As an employee of Clyde & Co US LLP, I certify that a copy of the foregoing AMENDED 3 JOINT STIPULATION AND [PROPOSED] ORDER TO CONTINUE THE DEADLINE TO 4 **DISMISS THE ACTION WITH PREJUDICE** was served by the method indicated: 5 **BY FAX:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed 6 transmission record is attached to the file copy of this document(s). 7 **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth 8 below. 9 BY ELECTRONIC SERVICE: submitted to the above-entitled Court for electronic service upon the Court's Registered Service List for the above-referenced case. 10 BY EMAIL: by emailing a PDF of the document listed above to the email addresses of the 11 individual(s) listed below. 12 Dated: December 01, 2023 13 14 /s/ Jennifer Parsons Jennifer Parsons 15 An Employee of Clyde & Co US LLP 16 17 18 19 20 21 22 23 24 25 26 27 28